

CO-152782

FILED

APR 12 2001

Utah Div. Of Corp. & Comm. Code

**ARTICLES OF MERGER
OF**

THE CORDANT TECHNOLOGIES FOUNDATION

AND

ALCOA FOUNDATION

CO 152782

WQ

**To the Division of Corporations and Commercial Code
State of Utah**

In compliance with the requirements of Sections 16-6-57 and 16-6-60 of the Utah Nonprofit Corporation and Co-operative Association Act and Sections 16-10a-1105 and 16-10a-1107 of the Utah Revised Business Corporation Act, the undersigned domestic nonprofit corporation and foreign nonprofit corporation, desiring to effect a merger, hereby state that:

1. The parties to the merger are THE CORDANT TECHNOLOGIES FOUNDATION, a Utah nonprofit corporation, and ALCOA FOUNDATION, a Pennsylvania nonprofit corporation.
2. The Plan of Merger required by Section 16-6-54 of the Utah Nonprofit Corporation and Co-operative Association Act and Section 16-10a-1101 of the Utah Revised Business Corporation Act is set forth in full as Exhibit A attached hereto and made a part hereof. The Plan of Merger provides for the merger of The Cordant Technologies Foundation with and into Alcoa Foundation.
3. The Plan of Merger was adopted by The Cordant Technologies Foundation by means of a unanimous written consent dated July 31, 2000 signed by all of the trustees and members thereof entitled to vote.
4. The merger of The Cordant Technologies Foundation with and into Alcoa Foundation is permitted by the laws of the Commonwealth of Pennsylvania and has been authorized and adopted in compliance with said laws.
5. The name and principal office of the surviving corporation are Alcoa Foundation, Alcoa Corporate Center, 201 Isabella Street, Pittsburgh, PA 15212-5858. Alcoa Foundation has authorized process to be served upon it at such address by registered or certified mail return receipt requested.
6. The merger herein provided for shall be effective at 12:01 a.m. on May 1, 2001.

04-12-01 P04:35 IN

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State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved on this 12 day of April 2001
In the office of this Division and hereby issue
this Certificate thereof.

Examiner E.B. Date 5/17/01



Kathy Berg
Kathy Berg
Division Director



Date: 04/12/2001
Receipt Number: 292954
Amount Paid: \$150.00

IN WITNESS WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 9th day of April, 2001.

**THE CORDANT TECHNOLOGIES
FOUNDATION**

By: Kathleen W. Buechel
Name: Kathleen W. Buechel
Title: President

ALCOA FOUNDATION

By: Kathleen W. Buechel
Name: Kathleen W. Buechel
Title: President

Exhibit A

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan"), made as of July 31, 2000, is entered into by and between ALCOA FOUNDATION, a Pennsylvania nonprofit corporation ("Alcoa Foundation"), and THE CORDANT TECHNOLOGIES FOUNDATION, a Utah nonprofit corporation ("Cordant Foundation") (Alcoa Foundation and Cordant Foundation are collectively referred to in this Plan as the "Constituent Corporations").

RECITALS

WHEREAS, Alcoa Foundation is a corporation organized under the Pennsylvania Nonprofit Corporation Law of 1933, as amended, and Cordant Foundation is a nonprofit corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act, as amended; and

WHEREAS, the Board of Directors of Alcoa Foundation adopted resolutions approving this Plan providing for the merger of the Constituent Corporations pursuant to Section 5924(b) and other applicable provisions of the Pennsylvania Nonprofit Corporation Law of 1988, and the Board of Trustees and members of Cordant Foundation adopted resolutions approving this Plan for the merger of the Constituent Corporations pursuant to Section 16-6-56 and other applicable provisions of the Utah Nonprofit Corporation and Co-operative Association Act and Section 16-10a-1103 and other applicable provisions of the Utah Revised Business Corporation Act; and

WHEREAS, Alcoa Foundation is a non-membership corporation and Cordant Foundation is a membership corporation.

NOW THEREFORE, the Constituent Corporations, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. The Merger of the Constituent Corporations. At and as of the Effective Time (as such term is defined in paragraph 4 of this Plan), Cordant Foundation shall be merged with and into Alcoa Foundation (the "Merger"), and Alcoa Foundation shall continue as the surviving corporation of the Merger (the "Surviving Corporation"). As of the Effective Time, the separate corporate existence of Cordant Foundation shall cease, and all rights, privileges, immunities, powers, franchises, and authority of Cordant Foundation, and all assets and property of every description, real, personal and mixed, and every interest therein, and all obligations belonging or due to Cordant Foundation on whatever account, and all debts, liabilities and duties of Cordant Foundation, shall be vested in the Surviving Corporation by operation of law and without further act or deed.

2. Certain Effects of the Merger.

2.1 General. The effect of the Merger at and after the Effective Time shall be as provided by Section 5929 and other applicable provisions of the Pennsylvania Nonprofit Corporation Law of 1988 and by Section 16-6-59 and other applicable provisions of the Utah Nonprofit Corporation and Co-operative Association Act.

2.2 Name of Surviving Corporation. At and after the Effective Time, the name of the Surviving Corporation shall be "Alcoa Foundation."

2.3 Articles of Incorporation. The Articles of Incorporation of Alcoa Foundation at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, without amendment or modification.

2.4 Bylaws. The Bylaws of Alcoa Foundation at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, without amendment or modification.

2.5 Directors and Officers of the Surviving Corporation. The directors and officers of Alcoa Foundation at the Effective Time shall hereby be the duly elected directors and officers of the Surviving Corporation.

2.6 Members of Cordant Corporation. At and as of the Effective Time, the membership interests of the members of Cordant Corporation shall terminate and the Surviving Corporation shall continue to be a non-membership corporation.

2.7 Registered Office. At and after the Effective Time, the registered office of the Surviving Corporation shall be Alcoa Corporate Center, 201 Isabella Street, Allegheny County, Pittsburgh, PA 15212-5858.

3. Continuation of Tax Exempt Purpose. At and after the Effective Time, the Surviving Corporation shall use or direct for use all assets of Cordant Foundation for the continuation of charitable purposes in accordance with the requirements and regulations of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. No individual shall receive pursuant to this Plan a payment or distribution from the assets of the Surviving Corporation except as reasonable compensation for the services rendered in effecting the consummation of the Merger.

4. Effective Time. Provided that this Plan has not been terminated as provided herein, and after obtaining all consents, authorizations, or approvals necessary to effect the Merger, the Constituent Corporations shall execute and file in the Department of State of the Commonwealth of Pennsylvania articles of merger in accordance with Section 5926 and other applicable provisions of the Pennsylvania Nonprofit Corporation Law of 1988 (the "Pennsylvania Articles of Merger"). In addition, the Constituent Corporations shall execute and file with the Utah Division of Corporations and Commercial Code articles of merger in accordance with Section 16-6-57 and other applicable provisions of the Utah Nonprofit Corporation and Co-Operative Association Act and Section 16-10a-1105 and other applicable provisions of the Utah Revised Business Corporation Act (the "Utah Articles of Merger"). The Merger shall become effective at 12:01 a.m. on January 1, 2001, or at such later time as may be specified in both the Pennsylvania Articles of Merger and the Utah Articles of Merger (the "Effective Time").

5. Service of Process in Utah. The Surviving Corporation shall be considered to have authorized service of process on it, in connection with any proceeding based on a cause of action arising with respect to Cordant Foundation, by registered mail or certified mail return receipt requested, to the address of its principal office as set forth in the Utah Articles of Merger,

which shall be filed with the Utah Division of Corporations and Commercial Code, or as last changed by notice delivered to the division for filing. The principal office of the Surviving Corporation is Alcoa Corporate Center, 201 Isabella Street, Pittsburgh, PA 15212-5858.

6. Conditions Precedent. The obligations of the Constituent Corporations to consummate the Merger and effect the transactions contemplated thereby is expressly subject to and conditioned upon the satisfaction or written waiver, on or prior to the Effective Time, of the following conditions:

(a) No Governmental Opposition. Neither party shall have received any indication of opposition to the Merger by the Attorney General of Pennsylvania or any other governmental agency or body, or any opposition has been withdrawn in writing.

(b) Satisfactory Private Letter Ruling. Alcoa Foundation shall have received from the IRS a Private Letter Ruling regarding the tax impact of the Merger which is satisfactory to Alcoa Foundation.

(c) No Litigation. No temporary restraining order, preliminary injunction, or permanent injunction or other order preventing the consummation of the Merger shall have been issued by any federal or state court and remain in effect, and no litigation seeking the issuance of such an order or injunction, or seeking the imposition against either Constituent Corporation of substantial damages if the Merger is consummated, shall be pending.

(d) Compliance with the Plan. Each of the Constituent Corporations shall have performed and complied in all material respects with the covenants, agreements, and obligations required by this Plan to be performed or complied with as of or prior to the Effective Date.

(e) No Material Adverse Change. There shall have occurred no material adverse change with respect to any of the Constituent Corporations since the date hereof.

(f) Delivery of Documents. Each of the Constituent Corporations shall have delivered to the other party all agreements, certificates, documents, and other instruments required to be delivered by this Plan.

(g) Consents. All authorizations, agreements, and consents of any person or entity required by applicable law, this Plan, or otherwise in connection with the consummation of the transactions contemplated by this Plan shall have been obtained and shall be in full force and effect as of the Effective Time, and no such authorization, agreement, or consent shall impose any burdensome or unsatisfactory conditions or requirements on either of the Constituent Corporations, as determined by Alcoa Foundation.

(h) Due Diligence. The Board of Directors of Alcoa Foundation shall be satisfied in all material respects with the results of such due diligence reviews and examination of the books, records, operations, and assets of Cordant Foundation as Alcoa Foundation deems necessary or desirable.

7. Termination. This Plan may be terminated at any time prior to the Effective Time (i) upon the mutual written consent of the Board of Directors of Alcoa Foundation and the Board of Trustees of Cordant Foundation, or (ii) by written notice of termination delivered by Alcoa Foundation to Cordant Foundation. If the Pennsylvania Articles of Merger are not filed with the Commonwealth of Pennsylvania Corporation Bureau by June 30, 2001, this Plan shall terminate unless the parties execute a written renewal.

8. Amendment. This Plan may be amended at any time prior to the Effective Time only by a written agreement signed by each of the Constituent Corporations.

9. Expenses. Each party shall bear its own expenses in connection with the execution, delivery and performance of this Plan and the transactions contemplated hereby.

10. Counterparts. This Plan may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Further Action. Each of the Constituent Corporations agrees to undertake reasonable and timely efforts to satisfy the conditions precedent set forth in, and obtain the approvals required by, this Plan.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Plan has been duly executed by the Constituent Corporations as of the date first set forth above.

ALCOA FOUNDATION

By: *Jonathan W. Bredel*
Name:
Title: *President*

**THE CORDANT TECHNOLOGIES
FOUNDATION**

By: *Jonathan W. Bredel*
Name:
Title: *President*

**MERGER OF UTAH BUSINESS CORPORATION
INTO A FOREIGN BUSINESS CORPORATION
PURSUANT TO SHAREHOLDER APPROVAL**

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1013 Centre Road, Wilmington, Delaware 19805 - (302) 636-5400
(Intended for use by members of the Bar only)

1. Tax Clearance - A tax clearance is not required as a condition precedent to the filing of Articles of Merger, but the Utah corporation must be in good standing with the Utah Division of Corporations and Commercial Code, as must the foreign corporation if it is authorized to transact business in Utah.

2. Format - Documents should preferably be prepared on 8 1/2 x 11 paper, and must be typewritten or printed. Good-quality xerographic or similarly reproduced copies have been acceptable for filing in the past. (URBCA 16-10a-120, administrative practice)

3. Execution and Filing

(a) **Execution** - The Articles of Merger are executed for each corporation by "the chairman of the board of directors..., by all of its directors, or by one of its officers." The name and capacity of each signer must be typed or printed "beneath or opposite" his signature. (URBCA 16-10a-120, administrative practice) There is no requirement that the Plan of Merger be executed.

(b) **Filing** - 1 executed original and 1 "exact or conformed copy" of the Articles of Merger, with the Plan of Merger set forth therein or annexed thereto, are required for filing. Division of Corporations and Commercial Code files original. File-stamped copy is returned as evidence of filing. (URBCA 16-10a-120, 16-10a-125, administrative practice)

[SPECIMEN FORM NOT TO BE USED FOR FILING]